



**CIRCUIT COURT FOR WASHINGTON COUNTY,  
MARYLAND**

24 Summit Avenue  
Hagerstown, Maryland 21740

Civil/Family/Juvenile: 301-790-4972  
Criminal: 301-790-7941  
General: 301-733-8660  
Assignment: 240-313-2540  
Maryland Relay Service: 711  
Fax Civil/Family/Juvenile: 301-791-0507

**To:** OAK CREST CONTRACTING, INC.  
SERVE ON: DUSTIN DOLL - PRESIDENT  
536 SE STATE ROUTE 291  
LEES SUMMIT, MO 64063

**Case Number:**

**C-21-CV-22-000133**

**Other Reference Number(s):**

**Child Support Enforcement Number:**

**DEVON WOLFENSBERGER, ET AL. VS. BADREDDINE HADIDANE, ET AL.**

**Issue Date: 3/21/2022**

**WRIT OF SUMMONS**

You are hereby summoned to file a written response by pleading or motion, within 60 days after service of this summons upon you, in this court, to the attached complaint filed by:

DEVON WOLFENSBERGER; JULIE BURTNER  
CRAIG I MEYERS, ESQ  
481 N FREDERICK AVE, 3<sup>rd</sup> FLOOR  
GAITHERSBURG, MD 20877

This summons is effective for service only if served within 60 days after the date it is issued.

Kevin R. Tucker  
Clerk of the Circuit Court

**To the person summoned:**

Failure to file a response within the time allowed may result in a judgment by default or the granting of the relief sought against you.

Personal attendance in court on the day named is NOT required.

**Instructions for Service:**

1. This summons is effective for service only if served within 60 days after the date issued. If it is not served within the 60 days, the plaintiff must send a written request to have it renewed.
2. Proof of Service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Maryland Rule 2-126.
4. If this notice is served by private process, process server shall file a separate affidavit as required by Maryland Rule 2-126(a).

# **SHERIFF'S RETURN** (please print)

To: OAK CREST CONTRACTING, INC.

\_\_\_\_\_ ID# \_\_\_\_\_ of the \_\_\_\_\_  
Serving Sheriff's Name

County Sheriff's office present to the court that I:

(1) Served \_\_\_\_\_

Name of person served

on \_\_\_\_\_ at \_\_\_\_\_  
Date of service Location of service

by \_\_\_\_\_ with the following:

Manner of service☐ Summons☐ Counter-Complaint☐ Complaint☐ Domestic Case Information Report☐ Motions☐ Financial Statement☐ Petition and Show Cause Order☐ Interrogatories☐ Other \_\_\_\_\_Please specify

(2) Was unable to serve because:

☐ Moved left no forwarding address☐ No such address☐ Address not in jurisdiction☐ Other \_\_\_\_\_Please specify

Sheriff fee: \$ \_\_\_\_\_ ☐ waived by \_\_\_\_\_

DateSignature of serving Sheriff

Instructions to Sheriff's Office or Private Process Server:

1. This Summons is effective for service only if served within 60 days after the date issued. If it is not served within 60 days, the plaintiff must send a written request to have it renewed.
2. Proof of Service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

IN THE CIRCUIT COURT FOR Washington County

(City or County)

**CIVIL - NON-DOMESTIC CASE INFORMATION REPORT**

**DIRECTIONS**

**Plaintiff:** This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a).

**Defendant:** You must file an Information Report as required by Rule 2-323(h).

**THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING**

FORM FILED BY: ☒ PLAINTIFF ☐ DEFENDANT CASE NUMBER C-21-CV-22-000133

CASE NAME: Devon Wolfensberger and Julie Burtner vs. Badreddine Hadidane et al.  
Plaintiff Defendant

PARTY'S NAME: Devon Wolfensberger and Julie Burtner PHONE:

PARTY'S ADDRESS: 15944 Rhododendron Drive, Hagerstown, MD 21740

PARTY'S E-MAIL:

If represented by an attorney:

PARTY'S ATTORNEY'S NAME: Craig I. Meyers PHONE: 301-670-7030

PARTY'S ATTORNEY'S ADDRESS: 481 N. Frederick Ave., Suite 300, Gaithersburg, MD 20877

PARTY'S ATTORNEY'S E-MAIL: cmeyers@bsglaw.com

JURY DEMAND? ☒ Yes ☐ No

RELATED CASE PENDING? ☐ Yes ☒ No If yes, Case #(s), if known:

ANTICIPATED LENGTH OF TRIAL?: \_\_\_\_\_ hours 5 days

**PLEADING TYPE**

New Case: ☒ Original ☐ Administrative Appeal ☐ Appeal

Existing Case: ☐ Post-Judgment ☐ Amendment

If filing in an existing case, skip Case Category/ Subcategory section - go to Relief section.

**IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box.)**

**TORTS**

- ☐ Asbestos
- ☐ Assault and Battery
- ☐ Business and Commercial
- ☐ Conspiracy
- ☐ Conversion
- ☐ Defamation
- ☐ False Arrest/Imprisonment
- ☐ Fraud
- ☐ Lead Paint - DOB of Youngest Plt: \_\_\_\_\_
- ☐ Loss of Consortium
- ☐ Malicious Prosecution
- ☐ Malpractice-Medical
- ☐ Malpractice-Professional
- ☐ Misrepresentation
- ☒ Motor Tort
- ☐ Negligence
- ☐ Nuisance
- ☐ Premises Liability
- ☐ Product Liability
- ☐ Specific Performance
- ☐ Toxic Tort
- ☐ Trespass
- ☐ Wrongful Death

**CONTRACT**

- ☐ Asbestos
- ☐ Breach
- ☐ Business and Commercial
- ☐ Confessed Judgment
- (Cont'd)
- ☐ Construction
- ☐ Debt
- ☐ Fraud

- ☐ Government
- ☐ Insurance
- ☐ Product Liability

**PROPERTY**

- ☐ Adverse Possession
- ☐ Breach of Lease
- ☐ Detinue
- ☐ Distress/Distrain
- ☐ Ejectment
- ☐ Forcible Entry/Detainer
- ☐ Foreclosure
- ☐ Commercial
- ☐ Residential
- ☐ Currency or Vehicle
- ☐ Deed of Trust
- ☐ Land Installments
- ☐ Lien
- ☐ Mortgage
- ☐ Right of Redemption
- ☐ Statement Condo
- ☐ Forfeiture of Property / Personal Item
- ☐ Fraudulent Conveyance
- ☐ Landlord-Tenant
- ☐ Lis Pendens
- ☐ Mechanic's Lien
- ☐ Ownership
- ☐ Partition/Sale in Lieu
- ☐ Quiet Title
- ☐ Rent Escrow
- ☐ Return of Seized Property
- ☐ Right of Redemption
- ☐ Tenant Holding Over

**PUBLIC LAW**

- ☐ Attorney Grievance
- ☐ Bond Forfeiture Remission
- ☐ Civil Rights
- ☐ County/Mncpl Code/Ord
- ☐ Election Law
- ☐ Eminent Domain/Condemn.
- ☐ Environment
- ☐ Error Coram Nobis
- ☐ Habeas Corpus
- ☐ Mandamus
- ☐ Prisoner Rights
- ☐ Public Info. Act Records
- ☐ Quarantine/Isolation
- ☐ Writ of Certiorari

**EMPLOYMENT**

- ☐ ADA
- ☐ Conspiracy
- ☐ EEO/HR
- ☐ FLSA
- ☐ FMLA
- ☐ Workers' Compensation
- ☐ Wrongful Termination

**INDEPENDENT PROCEEDINGS**

- ☐ Assumption of Jurisdiction
- ☐ Authorized Sale
- ☐ Attorney Appointment
- ☐ Body Attachment Issuance
- ☐ Commission Issuance

- ☐ Constructive Trust

- ☐ Contempt
- ☐ Deposition Notice
- ☐ Dist Ct Mtn Appeal
- ☐ Financial
- ☐ Grand Jury/Petit Jury
- ☐ Miscellaneous
- ☐ Perpetuate Testimony/Evidence
- ☐ Prod. of Documents Req.
- ☐ Receivership
- ☐ Sentence Transfer
- ☐ Set Aside Deed
- ☐ Special Adm. - Atty
- ☐ Subpoena Issue/Quash
- ☐ Trust Established
- ☐ Trustee Substitution/Removal
- ☐ Witness Appearance-Compel

**PEACE ORDER**

- ☐ Peace Order

**EQUITY**

- ☐ Declaratory Judgment
- ☐ Equitable Relief
- ☐ Injunctive Relief
- ☐ Mandamus

**OTHER**

- ☐ Accounting
- ☐ Friendly Suit
- ☐ Grantor in Possession
- ☐ Maryland Insurance Administration
- ☐ Miscellaneous
- ☐ Specific Transaction
- ☐ Structured Settlements

IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)			
<input type="checkbox"/> Abatement <input type="checkbox"/> Administrative Action <input type="checkbox"/> Appointment of Receiver <input type="checkbox"/> Arbitration <input type="checkbox"/> Asset Determination <input type="checkbox"/> Attachment b/f Judgment <input type="checkbox"/> Cease & Desist Order <input type="checkbox"/> Condemn Bldg <input type="checkbox"/> Contempt <input checked="" type="checkbox"/> Court Costs/Fees <input checked="" type="checkbox"/> Damages-Compensatory <input type="checkbox"/> Damages-Punitive	<input type="checkbox"/> Earnings Withholding <input type="checkbox"/> Enrollment <input type="checkbox"/> Expungement <input type="checkbox"/> Findings of Fact <input type="checkbox"/> Foreclosure <input type="checkbox"/> Injunction <input type="checkbox"/> Judgment-Affidavit <input type="checkbox"/> Judgment-Attorney Fees <input type="checkbox"/> Judgment-Confessed <input type="checkbox"/> Judgment-Consent <input type="checkbox"/> Judgment-Declaratory <input type="checkbox"/> Judgment-Default	<input type="checkbox"/> Judgment-Interest <input type="checkbox"/> Judgment-Summary <input type="checkbox"/> Liability <input type="checkbox"/> Oral Examination <input type="checkbox"/> Order <input type="checkbox"/> Ownership of Property <input type="checkbox"/> Partition of Property <input type="checkbox"/> Peace Order <input type="checkbox"/> Possession <input type="checkbox"/> Production of Records <input type="checkbox"/> Quarantine/Isolation Order <input type="checkbox"/> Reinstatement of Employment	<input type="checkbox"/> Return of Property <input type="checkbox"/> Sale of Property <input type="checkbox"/> Specific Performance <input type="checkbox"/> Writ-Error Coram Nobis <input type="checkbox"/> Writ-Execution <input type="checkbox"/> Writ-Garnish Property <input type="checkbox"/> Writ-Garnish Wages <input type="checkbox"/> Writ-Habeas Corpus <input type="checkbox"/> Writ-Mandamus <input type="checkbox"/> Writ-Possession
If you indicated <b>Liability</b> above, mark one of the following. This information is <u>not</u> an admission and may not be used for any purpose other than Track Assignment.			
<input type="checkbox"/> Liability is conceded. <input type="checkbox"/> Liability is not conceded, but is not seriously in dispute. <input type="checkbox"/> Liability is seriously in dispute.			
MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)			
<input type="checkbox"/> Under \$10,000 <input type="checkbox"/> \$10,000 - \$30,000 <input type="checkbox"/> \$30,000 - \$100,000 <input checked="" type="checkbox"/> Over \$100,000			
<input type="checkbox"/> Medical Bills \$ _____ <input type="checkbox"/> Wage Loss \$ _____ <input type="checkbox"/> Property Damages \$ _____			
ALTERNATIVE DISPUTE RESOLUTION INFORMATION			
Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)			
A. Mediation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	C. Settlement Conference	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
B. Arbitration	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	D. Neutral Evaluation	<input type="checkbox"/> Yes <input type="checkbox"/> No
SPECIAL REQUIREMENTS			
<input type="checkbox"/> If a Spoken Language Interpreter is needed, <b>check here and attach form CC-DC-041</b>			
<input type="checkbox"/> If you require an accommodation for a disability under the Americans with Disabilities Act, <b>check here and attach form CC-DC-049</b>			
ESTIMATED LENGTH OF TRIAL			
<i>With the exception of Baltimore County and Baltimore City, please fill in the estimated <b>LENGTH OF TRIAL</b>.</i> <i>(Case will be tracked accordingly)</i>			
<input type="checkbox"/> 1/2 day of trial or less <input type="checkbox"/> 3 days of trial time <input type="checkbox"/> 1 day of trial time <input checked="" type="checkbox"/> More than 3 days of trial time <input type="checkbox"/> 2 days of trial time			
BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM			
<i>For all jurisdictions, if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below.</i>			
<input type="checkbox"/> <b>Expedited</b> - Trial within 7 months of Defendant's response <input type="checkbox"/> <b>Standard</b> - Trial within 18 months of Defendant's response			
EMERGENCY RELIEF REQUESTED			

**COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE  
MANAGEMENT PROGRAM (ASTAR)**

*FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.*

☐ **Expedited** - Trial within 7 months of Defendant's response

☐ **Standard** - Trial within 18 months of Defendant's response

**IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, OR BALTIMORE COUNTY, PLEASE FILL OUT THE APPROPRIATE BOX BELOW.**

**CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)**

- |  |   |
|--|---|
| <input type="checkbox"/> Expedited             | Trial 60 to 120 days from notice. Non-jury matters. |
| <input type="checkbox"/> Civil-Short           | Trial 210 days from first answer.                   |
| <input type="checkbox"/> Civil-Standard        | Trial 360 days from first answer.                   |
| <input type="checkbox"/> Custom                | Scheduling order entered by individual judge.       |
| <input type="checkbox"/> Asbestos              | Special scheduling order.                           |
| <input type="checkbox"/> Lead Paint            | Fill in: Birth Date of youngest plaintiff .....     |
| <input type="checkbox"/> Tax Sale Foreclosures | Special scheduling order.                           |
| <input type="checkbox"/> Mortgage Foreclosures | No scheduling order.                                |

**CIRCUIT COURT FOR BALTIMORE COUNTY**

- |   |   |
|---|---|
| <input type="checkbox"/> Expedited<br>(Trial Date-90 days)          | Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus.   |
| <input type="checkbox"/> Standard<br>(Trial Date-240 days)          | Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases.   |
| <input type="checkbox"/> Extended Standard<br>(Trial Date-345 days) | Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency. |
| <input type="checkbox"/> Complex<br>(Trial Date-450 days)           | Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases.   |

March 21, 2022

Date

481 N. Frederick Ave., Suite 300

Address

Gaithersburg

City

MD

State

20877

Zip Code

/s/ Craig I. Meyers

Signature of Counsel / Party

Craig I. Meyers

Printed Name

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

**DEVON WOLFENSBERGER**  
15944 Rhododendron Drive  
Hagerstown, Maryland 21740

and

**JULIE BURTNER**  
15944 Rhododendron Drive  
Hagerstown, Maryland 21740

Plaintiffs,

V.

**BADREDDINE HADIDANE**  
7208 Sipes Lane  
Annandale, Virginia 22003

and

**STEVE KEMPER BUILDERS, LLC**  
536 SE State Route 291  
Lees Summit, Missouri 64063

**Serve on:**  
**National Registered Agents, Inc.**  
**351 West Camden Street**  
**Baltimore, Maryland 21201**

and

**OAK CREST CONTRACTING, INC.**  
536 SE State Route 291  
Lees Summit, Missouri 64063

**Serve on:**  
**Dustin Doll, President**  
**536 SE State Route 291**  
**Lees Summit, Missouri 64063**

and

**ACCORD MARKETING AND  
MANAGEMENT, INC.  
d/b/a ACCORD GROUP  
536 SE State Route 291**

Lees Summit, Missouri 64063

Serve on:

Dustin Doll, President

536 SE State Route 291

Lees Summit, Missouri 64063

Defendants.

\*\*\*\*\*

**COMPLAINT**

NOW COME the Plaintiffs, Devon Wolfensberger and Julie Burtner, by and through their attorneys, Craig I. Meyers and Berman, Sobin, Gross, LLP, and sues the Defendants, Badreddine Hadidane, Steve Kemper Builders, LLC, Oak Crest Contracting, LLC, and Accord Marketing and Management, Inc. d/b/a Accord Group, and for a cause-of-action states:

1. Plaintiff Devon Wolfensberger is an adult resident of Washington County, Maryland.
2. Plaintiff Julie Burtner is an adult resident of Washington County, Maryland.
3. Defendant Badreddine Hadidane is an adult resident of the Commonwealth of Virginia.
4. Defendant Steve Kemper Builders, LLC (Steve Kemper Builders), is a Pennsylvania limited liability company that does business in Washington County, Maryland.
5. Defendant Oak Crest Contracting, Inc. (Oak Crest) is a Missouri corporation that either does business in Washington County, Maryland or caused tortious injury in Washington County, Maryland.
6. Defendant Accord Marketing and Management, Inc. d/b/a Accord Group (Accord) is a Missouri corporation that either does business in Washington County, Maryland or caused tortious injury in Washington County, Maryland.

7. On or about April 23, 2019, Plaintiff Devon Wolfensberger was operating a motorcycle eastbound on Business Parkway, at or near the office of Defendant Steve Kemper Builders, LLC, at or near 16125 Business Parkway, in Hagerstown, Maryland.

8. At the same time and place, Plaintiff Julie Burtner was riding as a passenger on the back of Plaintiff Wolfensberger's motorcycle.

9. As the Plaintiff's travelled eastbound with the right of way, suddenly and without warning, Defendant Hadidane executed a left turn, directly into the path of the Plaintiffs, causing a collision and severe injuries to the Plaintiffs.

**COUNT I**  
**(Negligence—Hadidane)**

10. The Plaintiffs herein adopt and restate all prior paragraphs as if repeated at length herein.

11. At all times hereto, Defendant Hadidane owed the following duties to the Plaintiff: to pay proper time and attention; to yield the right of way; to see that which was there to be seen; to avoid striking other vehicles; to control his speed to avoid a collision; to only execute left turns when safe to do so; and to obey the Rules of the Road and the laws of the State of Maryland.

12. Defendant Hadidane was negligent in that he breached each of the above duties when he acted as described above.

13. As a direct and proximate result of Defendant Hadidane's negligence, Plaintiff Wolfensberger has suffered and will continue to suffer pain and mental anguish; he has incurred and will incur in the future medical, nursing, physical therapy, and other related charges. He has suffered injuries, including, but not limited to fractures of his leg and other orthopedic and related injuries. Plaintiff Wolfensberger's injuries are permanent. Plaintiff Wolfensberger has

lost time from work and has lost earning capacity, and will continue to lose wages in the future. Plaintiff Wolfensberger suffered property damage.

14. As a direct and proximate result of Defendant Hadidane's negligence, Plaintiff Burtner has suffered and will continue to suffer from pain and mental anguish; she has incurred and will incur in the future medical, nursing, physical therapy, and other related charges. She has suffered injuries, including but not limited to, fractures and other injuries to her back, a traumatic brain injury, and other orthopedic and related injuries. Plaintiff Burtner's injuries are permanent. Plaintiff Burtner has lost time from work and has lost earning capacity and will lose time from work in the future. Plaintiff Burtner has suffered property damage.

15. The above occurred without any contributory negligence by Plaintiff Wolfensberger or Burtner, or with an opportunity for them to avoid the collision.

WHEREFORE, Plaintiffs Devon Wolfensberger and Julie Burtner demand judgment, each, against Defendant Badreddine Hadidane, jointly and severally, in an amount in excess of seventy-five thousand dollars (\$75,000.00) plus interest and the costs of this action.

**COUNT II**  
**(Vicarious Liability—Steve Kemper Builders)**

16. The Plaintiffs herein adopt and restate all prior paragraphs and Counts as if repeated at length herein.

17. At all times relevant hereto, Defendant Hadidane was an employee and agent of Defendant Steve Kemper Builders.

18. At all times relevant hereto Defendant Hadidane was acting within the scope of his employment and agency with Defendant Steve Kemper Builders.

19. At all times relevant hereto, to the extent Defendant Hadidane was an employee or agent of Defendant of Oak Crest or Defendant Accord, Defendants Oak Crest and Accord

were acting as agents of Defendant Steve Kemper Builders, and therefore Defendant Hadidane was acting as an agent of Defendant Steve Kemper Builders.

20. Defendant Steve Kemper Builders is vicariously liable for the tortious conduct of Defendant Hadidane, which occurred within the course and scope of his employment and agency with Defendant Steve Kemper Builders, and through Defendant of Oak Crest or Defendant Accord.

21. At all times hereto, Defendant Hadidane owed the following duties to the Plaintiff: to pay proper time and attention; to yield the right of way; to see that which was there to be seen; to avoid striking other vehicles; to control his speed to avoid a collision; to only execute left turns when safe to do so; and to obey the Rules of the Road and the laws of the State of Maryland.

22. Defendant Hadidane was negligent in that he breached each of the above duties when he acted as described above.

23. Defendant Steve Kemper Builders is vicariously liable for the injuries and losses caused by Defendant Hadidane.

24. As a direct and proximate result of Defendant Hadidane's negligence, and therefore Defendant Steve Kemper Builders's vicarious negligence, Plaintiff Wolfensberger has suffered and will continue to suffer pain and mental anguish; he has incurred and will incur in the future medical, nursing, physical therapy, and other related charges. He has suffered injuries, including, but not limited to fractures of his leg and other orthopedic and related injuries. Plaintiff Wolfensberger's injuries are permanent. Plaintiff Wolfensberger has lost time from work and has lost earning capacity, and will continue to lose wages in the future. Plaintiff Wolfensberger suffered property damage.

25. As a direct and proximate result of Defendant Hadidane's negligence, and therefore Defendant Steve Kemper Builders's vicarious negligence, Plaintiff Burtner has suffered and will continue to suffer from pain and mental anguish; she has incurred and will incur in the future medical, nursing, physical therapy, and other related charges. She has suffered injuries, including but not limited to, fractures and other injuries to her back, a traumatic brain injury, and other orthopedic and related injuries. Plaintiff Burtner's injuries are permanent. Plaintiff Burtner has lost time from work and has lost earning capacity and will lose time from work in the future. Plaintiff Burtner has suffered property damage.

26. The above occurred without any contributory negligence by Plaintiff Wolfensberger or Burtner, or with an opportunity for them to avoid the collision.

WHEREFORE, Plaintiffs Devon Wolfensberger and Julie Burtner demand judgment, each, against Defendant Steve Kemper Builders, LLC, jointly and severally, in an amount in excess of seventy-five thousand dollars (\$75,000.00) plus interest and the costs of this action.

**COUNT III**  
**(Vicarious Liability—Oak Crest)**

27. The Plaintiffs herein adopt and restate all prior paragraphs and Counts as if repeated at length herein.

28. At all times relevant hereto, Defendant Hadidane was an employee and agent of Defendant Oak Crest.

29. At all times relevant hereto Defendant Hadidane was acting within the scope of his employment and agency with Defendant Oak Crest.

30. At all times relevant hereto, to the extent Defendant Hadidane was an employee or agent of Defendant of Steve Kemper Builders or Defendant Accord, Defendants Steve

Kemper Builders and Accord were acting as agents of Defendant Oak Crest, and therefore Defendant Hadidane was acting as an agent of Defendant Oak Crest.

31. Defendant Oak Crest is vicariously liable for the tortious conduct of Defendant Hadidane, which occurred within the course and scope of his employment and agency with Defendant Oak Crest, and through Defendant of Steve Kemper Builders or Defendant Accord.

32. At all times hereto, Defendant Hadidane owed the following duties to the Plaintiff: to pay proper time and attention; to yield the right of way; to see that which was there to be seen; to avoid striking other vehicles; to control his speed to avoid a collision; to only execute left turns when safe to do so; and to obey the Rules of the Road and the laws of the State of Maryland.

33. Defendant Hadidane was negligent in that he breached each of the above duties when he acted as described above.

34. Defendant Oak Crest is vicariously liable for the injuries and losses caused by Defendant Hadidane.

35. As a direct and proximate result of Defendant Hadidane's negligence, and therefore Defendant Oak Crest's vicarious negligence, Plaintiff Wolfensberger has suffered and will continue to suffer pain and mental anguish; he has incurred and will incur in the future medical, nursing, physical therapy, and other related charges. He has suffered injuries, including, but not limited to fractures of his leg and other orthopedic and related injuries. Plaintiff Wolfensberger's injuries are permanent. Plaintiff Wolfensberger has lost time from work and has lost earning capacity, and will continue to lose wages in the future. Plaintiff Wolfensberger suffered property damage.

36. As a direct and proximate result of Defendant Hadidane's negligence, and therefore Defendant Oak Crest's vicarious negligence, Plaintiff Burtner has suffered and will continue to suffer from pain and mental anguish; she has incurred and will incur in the future medical, nursing, physical therapy, and other related charges. She has suffered injuries, including but not limited to, fractures and other injuries to her back, a traumatic brain injury, and other orthopedic and related injuries. Plaintiff Burtner's injuries are permanent. Plaintiff Burtner has lost time from work and has lost earning capacity and will lose time from work in the future. Plaintiff Burtner has suffered property damage.

37. The above occurred without any contributory negligence by Plaintiff Wolfensberger or Burtner, or with an opportunity for them to avoid the collision.

WHEREFORE, Plaintiffs Devon Wolfensberger and Julie Burtner demand judgment, each, against Defendant Steve Kemper Builders, LLC, jointly and severally, in an amount in excess of seventy-five thousand dollars (\$75,000.00) plus interest and the costs of this action.

**COUNT IV**  
**(Vicarious Liability—Accord)**

38. The Plaintiffs herein adopt and restate all prior paragraphs and Counts as if repeated at length herein.

39. At all times relevant hereto, Defendant Hadidane was an employee and agent of Defendant Accord.

40. At all times relevant hereto Defendant Hadidane was acting within the scope of his employment and agency with Defendant Accord.

41. At all times relevant hereto, to the extent Defendant Hadidane was an employee or agent of Defendant of Steve Kemper Builders or Defendant Oak Crest, Defendants Steve

Kemper Builders and Oak Crest were acting as agents of Defendant Accord, and therefore Defendant Hadidane was acting as an agent of Defendant Oak Crest.

42. Defendant Accord shares the same corporate office and board members as Defendants Steve Kemper Builders and Defendant Oak Crest and the employees of Defendants Oak Crest and Steve Kemper Builders identify themselves as employees of Defendant Accord; the companies are operated as a single unit.

43. Defendant Accord is vicariously liable for the tortious conduct of Defendant Hadidane, which occurred within the course and scope of his employment and agency with Defendant Accord, and through Defendant of Steve Kemper Builders or Defendant Oak Crest.

44. At all times hereto, Defendant Hadidane owed the following duties to the Plaintiff: to pay proper time and attention; to yield the right of way; to see that which was there to be seen; to avoid striking other vehicles; to control his speed to avoid a collision; to only execute left turns when safe to do so; and to obey the Rules of the Road and the laws of the State of Maryland.

45. Defendant Hadidane was negligent in that he breached each of the above duties when he acted as described above.

46. Defendant Accord is vicariously liable for the injuries and losses caused by Defendant Hadidane.

47. As a direct and proximate result of Defendant Hadidane's negligence, and therefore Defendant Accord's vicarious negligence, Plaintiff Wolfensberger has suffered and will continue to suffer pain and mental anguish; he has incurred and will incur in the future medical, nursing, physical therapy, and other related charges. He has suffered injuries, including, but not limited to fractures of his leg and other orthopedic and related injuries. Plaintiff

Wolfensberger's injuries are permanent. Plaintiff Wolfensberger has lost time from work and has lost earning capacity, and will continue to lose wages in the future. Plaintiff Wolfensberger suffered property damage.

48. As a direct and proximate result of Defendant Hadidane's negligence, and therefore Defendant Accord's vicarious negligence, Plaintiff Burtner has suffered and will continue to suffer from pain and mental anguish; she has incurred and will incur in the future medical, nursing, physical therapy, and other related charges. She has suffered injuries, including but not limited to, fractures and other injuries to her back, a traumatic brain injury, and other orthopedic and related injuries. Plaintiff Burtner's injuries are permanent. Plaintiff Burtner has lost time from work and has lost earning capacity and will lose time from work in the future. Plaintiff Burtner has suffered property damage.

49. The above occurred without any contributory negligence by Plaintiff Wolfensberger or Burtner, or with an opportunity for them to avoid the collision.

WHEREFORE, Plaintiffs Devon Wolfensberger and Julie Burtner demand judgment, each, against Defendant Accord Marketing and Management, Inc. d/b/a Accord Group, jointly and severally, in an amount in excess of seventy-five thousand dollars (\$75,000.00) plus interest and the costs of this action.

Respectfully Submitted,

BERMAN, SOBIN, GROSS,  
FELDMAN & DARBY, LLP

/s/ Craig I. Meyers

Craig I. Meyers, Esq.

Client Protection Fund No.: 0506140216

481 North Frederick Avenue, 3rd floor

Gaithersburg, Maryland 20877

Attorney for the Plaintiffs

cmeyers@bsgfdlaw.com

301-670-7030

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

DEVON WOLFENSBERGER  
15944 Rhododendron Drive  
Hagerstown, Maryland 21740

and

JULIE BURTNER  
15944 Rhododendron Drive  
Hagerstown, Maryland 21740

Plaintiffs,

v.

BADREDDINE HADIDANE  
7208 Sipes Lane  
Annandale, Virginia 22003

and

STEVE KEMPER BUILDERS, LLC  
536 SE State Route 291  
Lees Summit, Missouri 64063  
Serve on:  
National Registered Agents, Inc.  
351 West Camden Street  
Baltimore, Maryland 21201

and

OAK CREST CONTRACTING, INC.  
536 SE State Route 291  
Lees Summit, Missouri 64063  
Serve on:  
Dustin Doll, President  
536 SE State Route 291  
Lees Summit, Missouri 64063

and

ACCORD MARKETING AND  
MANAGEMENT, INC.  
d/b/a ACCORD GROUP  
536 SE State Route 291

Case No.: \_\_\_\_\_

Lees Summit, Missouri 64063

Serve on:

Dustin Doll, President

536 SE State Route 291

Lees Summit, Missouri 64063

Defendants.

\*\*\*\*\*

**JURY DEMAND**

NOW COME the Plaintiffs, Devon Wolfensberger and Julie Burtner, by and through their attorneys, Craig I. Meyers and Berman, Sobin, Gross, LLP, and demand a trial by jury on all Counts and issues.

Respectfully Submitted,

BERMAN, SOBIN, GROSS,  
FELDMAN & DARBY, LLP

/s/ Craig I. Meyers

Craig I. Meyers, Esq.

Client Protection Fund No.: 0506140216

481 North Frederick Avenue, 3rd floor

Gaithersburg, Maryland 20877

Attorney for the Plaintiffs

cmeyers@bsgfdlaw.com

301-670-7030

RETURN RECEIPT REQUESTED  
USPS® MAIL CARRIER  
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

9415 7266 9904 2175 8556 57  
RETURN RECEIPT REQUESTED



1

**\$13.96** US POSTAGE  
1 OZ FIRST-CLASS MAIL FLATS RATE  
ZONE 5  
RETAIL



strong  
arm  
04/20/2012

0625000806108  
800761  
FROM 2007

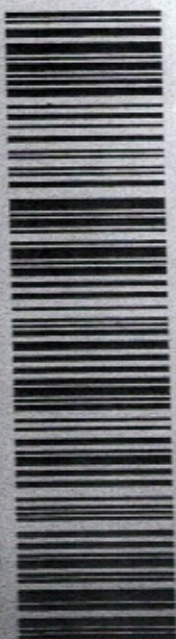
**USPS FIRST CLASS MAIL®**

Trisha Nee  
Berman Sobin Gross Feldman & Darby  
481 N. Frederick Ave., Suite 300  
Gaithersburg MD 20877-2472

SHIP  
TO:

Dustin Doll  
536 SE State Route 291  
Lees Summit MO 64063-4302

**USPS CERTIFIED MAIL™**



9415 4112 0254 0415 7564 19